

Ron Oliner (SBN 152373)  
**DUANE MORRIS LLP**  
Spear Tower  
One Market Plaza, Suite 2200  
San Francisco, CA 94105-1127  
Telephone: +1 415 957 3000  
Fax: +1 415 957 3001  
E-mail:roliner@duanemorris.com

Special Counsel for Debtors  
TRX Holdco, LLC and Fitness Anywhere LLC

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**SANTA ANA DIVISION**

In re:  
TRX HOLDCO, LLC a Delaware limited  
liability company,  
  
Debtor and Debtor in Possession.

In re:  
FITNESS ANYWHERE LLC, a Delaware  
limited liability company, dba TRX and TRX  
Training,  
  
Debtor and Debtor in Possession.

- ☒ Affects both Debtors  
☐ Affects TRX Holdco, LLC only  
☐ Affects Fitness Anywhere, LLC only

Lead Case No. 8:22-bk-10948-SC

Jointly Administered with:  
8:22bk-10949-SC

Chapter 11 Cases

**FIRST AND FINAL APPLICATION OF  
DUANE MORRIS LLP, SPECIAL  
COUNSEL TO THE DEBTORS, FOR  
PAYMENT OF FEES AND  
REIMBURSEMENT OF EXPENSES;  
DECLARATION OF ALAIN  
VILLENEUVE IN SUPPORT THEREOF**

Hearing Date:  
Hearing Time:  
Place of Hearing:

**SUMMARY OF FEE REQUEST**

Name Of Applicant: Duane Morris LLP (“DM”).

Authorized To Provide Special Counsel Services To: TRX Holdco, LLC; a Delaware limited liability company, and Fitness Anywhere LLC, a Delaware limited liability company

Date Of Retention: Application filed on June 17, 2022.

Order entered on July 19, 2022 with employment effective as of June 8, 2022.

Period For Which Compensation And Reimbursement Is Sought: June 8, 2022 through August 24, 2022.

Amount Of Compensation Sought: Fees in the amount of \$69,926.00 and expenses in the amount of \$0.00 for total compensation of \$69,926.00.

1 TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY  
2 JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, THE OFFICIAL COMMITTEE OF  
3 UNSECURED CREDITORS AND ALL PARTIES IN INTEREST:

4 Duane Morris LLP (“DM”), special counsel for the debtors captioned herein (“Debtors”),  
5 respectfully submits this First and Final Fee Application Of Duane Morris LLP, Special Counsel to  
6 the Debtors, for Payment of Fees and Reimbursement of Expenses (the “Application”), for services  
7 rendered and expenses incurred by DM for the period from June 8, 2022 through and including  
8 August 24, 2022 (the “Fee Period”).<sup>1</sup>

9 During the Fee Period, DM performed necessary services on behalf of the Debtors for the  
10 benefit of the Debtors’ bankruptcy estate including maintenance and protection of their international  
11 intellectual property portfolio and brand / patent enforcement online. In support of this Application,  
12 DM respectfully represents as follows:

13 **I.**

14 **INTRODUCTION**

15 **A. Request for Allowance and Payment of Fees and Reimbursement of Expenses.**

16 1. Pursuant to this Application, DM requests that the Court approve, allow and award on  
17 a final basis, all fees and expenses incurred during the during the period from June 8, 2022 through  
18 and including) August 24, 2022. DM also requests that the Court authorize payment by the Debtors  
19 of all fees and expenses approved pursuant to this Application. As set forth in this Application, DM  
20 incurred fees in the sum of \$69,926.00 and expenses in the sum of \$0.00, for total fees and expenses  
21 of \$69,926.00, during the Fee Period.

22 2. DM has not received a retainer for legal services in contemplation of and in connection  
23 with DM’s representation of the Debtors as special counsel in connection with the Debtors’ chapter  
24 11 cases. DM has not received any lien or other interest in property of the Debtors or of a third party  
25 to secure payment of DM’s fees or expenses in the Debtors’ case. However, the amount of \$65,000.00  
26 is available to pay DM pursuant to a court-approved carve-out.

27 <sup>1</sup> At this time, DM is still rendering intellectual property services to the Debtors to maintain the IP  
28 portfolio of the Debtors’ assets in chapter 11 and thus may supplement this Application.

3. Pursuant to Federal Rules of Bankruptcy Procedure 2016(b), DM has not shared nor has DM agreed to share (a) any compensation it may receive with another person other than with the members of DM or (b) any compensation another person or party has received or may receive.

4. As described in more detail below, during the Fee Period, DM has performed critical and necessary services on behalf of the Debtors. These services have benefited the Debtors' estate and creditors. DM believes that the compensation requested for these services is reasonable and should be approved.

### B. Proper Notice.

5. Pursuant to Federal Rule of Bankruptcy Procedure 2002(a)(6) and Local Bankruptcy Rule 2016-1(c)(3), notice of this Application and the amount of fees and expenses sought herein has been served upon the Office of the United States Trustee all creditors of the estate, and all parties who have requested special notice.

## II.

## EMPLOYMENT OF DM

6. On June 17, 2022, as docket number 61, the Debtors filed that certain *Application of Chapter 11 Debtors and Debtors In Possession To Employ Duane Morris LLP as Special Counsel Pursuant to 11 U.S.C. §327(e)* (the “Employment Application”). Pursuant to the Employment Application, the Debtors sought Court authority to employ DM as the Debtors’ special counsel pursuant to Sections 327(e) and 330 of the Bankruptcy Code and to have such employment effective as of June 8, 2022 (“Petition Date”). As set forth in the Employment Application, the Debtors sought to employ DM to serve as the Debtors’ special counsel for the purpose of providing intellectual property advice including patent, trademark prosecution, brand enforcement, IP litigation, management of foreign IP, and maintenance of IP assets. DM was engaged in both cases captioned herein.

7. The Debtors decided that DM was the ideal company to serve as the Debtors' counsel taking into account the fact that prior to the Petition Date, DM was retained by the Debtors to represent the Debtors in connection with the issues described above, and as such, DM was fully familiar with and knowledgeable about the legal issues and factual record regarding the Debtors'

1 business and would be able to aid the Debtors in connection with a sale of assets.

2 8. The primary professionals at DM that performed work on behalf of the Debtors is  
3 Alain Villeneuve and J.E. Monroe. Pursuant to the terms of DM's employment order, DM is  
4 authorized to bill its time for its representation of the Debtors on an hourly basis. Mr. Villeneuve's  
5 hourly billing rate is \$725.00. Mr. Monroe's hourly rate is \$720.00. Further, Mr. Aron M. Oliner  
6 has rendered services specific to the sale process, at the rate of \$725.00.

7 9. This is the final and only fee application filed by DM in this case. DM has performed  
8 critical and necessary services on behalf of the Debtors and their estate and not on behalf of any  
9 committee, creditor or other person. DM believes that the fees and expenses requested to be approved  
10 and awarded are reasonable and are based upon necessary services performed on behalf of and at the  
11 request of the Debtors.

12 **III.**

13 **DESCRIPTION OF THE SERVICES RENDERED**  
14 **AND EXPENSES INCURRED BY DM DURING THE FEE PERIOD**

15 10. In summary, during the Fee Period, DM billed a total of 96.5 hours and incurred a  
16 total of \$69,926.00 in fees. Attached to the Declaration of Alain Villeneuve annexed hereto as  
17 **Exhibit "1"** is a detailed listing of all time that DM spent during the Fee Period for which DM seeks  
18 compensation, including the date DM rendered the service, a description of the service, the amount  
19 of time spent and a designation of the person who rendered the service for the period of time for the  
20 Fee Period. There were myriad intellectual property services rendered to the Debtors during this Fee  
21 Period. Rather than describe the services rendered in narrative form, DM commends the Court's  
22 attention to the detailed billing statements appended hereto.

23 11. The services provided by DM in the Debtors' cases were integral to the sale of the  
24 Debtors' business. On a day-to-day basis, the Debtors required counsel to assist with IP matters. DM  
25 provided this necessary service to the Debtors.

26 **IV.**

27 **SOURCE OF PAYMENT OF FEES**

28 12. The fees sought by DM herein can be paid pursuant to a carve-out, from the proceeds

1 from the sale of the Debtors' assets, which sale is known to this Court.

2 V.

3 **STANDARD OF LAW**

4 Prior to the enactment of the Bankruptcy Code, the rule with respect to compensation requests  
5 in the Ninth Circuit was that the Bankruptcy Court should award attorneys' fees in accordance with  
6 a "strict rule of economy test." *In re THC Financial Corp.*, 659 F.2d 951, 955 n.2 (9th Cir.1981),  
7 *cert. denied*, 456 U.S. 977 (1982). This is no longer the law. The legislative history to section 330  
8 of the Bankruptcy Code indicates that Congress was primarily concerned with protecting the public  
9 interest in the smooth, efficient operation of the bankruptcy system by encouraging competent  
10 bankruptcy specialists to remain in the field. *First National Bank of Chicago v. Committee of*  
11 *Creditors Holding Unsecured Claims (In re Powerline Oil Co.)*, 71 B.R. 767, 770 (Bankr. 9th Cir.  
12 1986); *In re Baldwin-United Corp.*, 79 B.R. 321, 346 (Bankr.S.D.Ohio 1987). Toward this end,  
13 Congress specifically disavowed notions of economy of administration, and provided that  
14 compensation in bankruptcy case should be comparable to what is charged in nonbankruptcy matters.  
15 *Id.* at 346.

16 Under the lodestar approach, the Court is to determine the number of hours reasonably  
17 expended in an attorney's representation of a debtor and multiply such number by a reasonable hourly  
18 rate for the services performed. *See Delaware Valley Citizens' Council for Clear Air*, 478 U.S. at  
19 565; *In re Powerline Oil Co.*, 71 B.R. at 770. A reasonable hourly rate is presumptively the rate the  
20 marketplace pays for the services rendered. *Missouri v. Jenkins by Agyei*, 491 U.S. 274, 109 S.Ct.  
21 2463, 2469 (1989); *Burgess v. Klenske (In re Manoa Finance Co., Inc.)*, 853 F.2d 687, 691 (9th  
22 Cir.1988). Recognizing that the determination of an appropriate "market rate" for the services of a  
23 lawyer is inherently difficult, the Supreme Court stated:

24 Market prices of commodities and most services are determined by supply and  
25 demand. In this traditional sense there is no such thing as a prevailing market rate for  
26 the service of lawyers in a particular community. The type of services rendered by  
27 lawyers, as well as its experience, skill, and reputation, varies extensively -- even  
28 within a law firm. Accordingly, the hourly rates of lawyers in private practice also  
vary widely. The fees charged often are based on the product of hours devoted to the  
representation multiplied by the lawyer's customary rate.

1 *Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1984). The Supreme Court has stated that a reasonable  
2 attorney's fee "means a fee that would have been deemed reasonable if billed to affluent plaintiffs by  
3 its own attorneys." *Missouri v. Jenkins by Agyei*, 109 S.Ct. at 2470 (quoting *City of Riverside v.*  
4 *Rivera*, 477 U.S. 561, 591 (1986) (Rehnquist, J. dissenting)). Accordingly, a reasonable hourly rate  
5 is the hourly amount to which attorneys in the area with comparable skill, experience and reputation  
6 typically would be entitled as compensation. *Blum v. Stenson*, 465 U.S. at 895 n.11.

7 DM respectfully submits that the hourly rates for its professionals are reasonable and  
8 appropriate in the relevant community, and that DM's fees are reasonable and appropriate,  
9 particularly in light of the worked perform by DM on behalf of the Debtors.

10 **VI.**

11 **CONCLUSION**

12 **WHEREFORE**, based on the foregoing, DM requests that the Court enter an order:

- 13 1. approving and allowing, on a final basis in accordance with 11 U.S.C. § 330,  
14 compensation in the amount of \$69,926.00 for the reasonable and necessary services that DM  
15 rendered to the Debtors during the Fee Period;
- 16 2. directing the payment by the Debtors of the allowed fees approved in paragraph 1  
17 above; and
- 18 3. granting such other and further relief as the Court deems just and proper.

19  
20 Dated: August 31, 2022

**DUANE MORRIS LLP**

21  
22 By: /s/ Aron M. Oliner (SBN 152373)  
23 Aron M. Oliner (SBN 152373)  
24 Special Counsel for Both Debtors  
25 TRX Holdco, LLC and Fitness Anywhere LLC  
26  
27  
28

**DECLARATION ALAIN VILLENEUVE, ESQ.**

I, Alain Villeneuve, Esq., hereby declare as follows:

1. I have personal knowledge of the facts set forth below and, if called to testify, would and could competently testify thereto. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Application to which this Declaration is attached (the “Application”).

2. I am a partner of DM. I specialize in intellectual property law, and advise clients on patent, trademark prosecution, brand enforcement, management of foreign IP and other matters.

3. Pursuant to the Application to which this Declaration is annexed, DM requests that the Court approve, allow and award on a final basis, all fees and expenses incurred during the Fee Period from June 8, 2022 through and including August 24, 2022. DM also requests that the Court authorize payment by the Debtors of any fees approved pursuant to the Application. As set forth in the Application, DM incurred fees in the sum of \$69,926.00 during the Fee Period.

4. DM has not received a retainer for legal services in contemplation of and in connection with DM’s representation of the Debtors as special counsel in connection with the Debtors’ chapter 11 cases. DM has not received any lien or other interest in property of the Debtors or of a third party to secure payment of DM’s fees or expenses in the Debtors’ case. However, I understand that pursuant to a carve-out that has been approved by this Court, DM will receive \$65,000.00.

5. DM has not shared nor has DM agreed to share (a) any compensation it may receive with another person other than with the members of DM or (b) any compensation another person or party has received or may receive.

6. As described in more detail below, during the Fee Period, I submit that DM has performed critical and necessary services on behalf of the Debtors. I believe that these services have benefited the Debtors’ estate and creditors. I believe that the compensation requested for these services is reasonable and should be approved.

7. I understand that notice of the Application and the amount of fees and expenses sought therein has been served upon the Office of the United States Trustee all creditors of the estate, and all parties who have requested special notice.

1           8.       On June 17, 2022, as docket number 61, the Debtors filed that certain *Application of*  
2       *Chapter 11 Debtors and Debtors In Possession To Employ Duane Morris LLP as Special Counsel*  
3       *Pursuant to 11 U.S.C. §327(e)* (the “Employment Application”). Pursuant to the Employment  
4       Application, the Debtors sought Court authority to employ DM as the Debtors’ special counsel  
5       pursuant to Sections 327 and 330 of the Bankruptcy Code and to have such employment effective as  
6       of June 8, 2022. As set forth in the Employment Application, the Debtors sought to employ DM to  
7       serve as the Debtors’ special counsel for the purpose of providing intellectual property advice  
8       including patent, trademark prosecution, brand enforcement, IP litigation, management of foreign IP,  
9       and maintenance of IP assets

10           9.       I understand that the Debtors decided that DM was the ideal company to serve as the  
11       Debtors’ special counsel taking into account the fact that prior to the Petition Date, DM was retained  
12       by the Debtors to represent the Debtors in connection with the issues described above, and as such,  
13       DM is fully familiar with and knowledgeable about the legal issues and factual record regarding the  
14       Debtors’ business and was able to aid the Debtors in connection with a sale of assets and specifically  
15       the IP issues that arose during the Debtors’ chapter 11 case.

16           10.      I am the primary professional at DM that performed work on behalf of the Debtors.  
17       Under the terms of DM’s employment, DM is authorized to bill its time for its representation of the  
18       Debtors on an hourly basis. My hourly billing rate is \$725.00.

19           11.      This is the first and final fee application filed by DM in this case. I believe that DM  
20       has performed critical and necessary services on behalf of the Debtors and not on behalf of any  
21       committee, creditor or other person. I believe that the fees and expenses requested to be approved  
22       and awarded are reasonable and are based upon necessary services performed on behalf of and at the  
23       request of the Debtors.

24           12.      DM’s services performed on behalf of the Debtors described in detail in the attached  
25       billing statements.

26           13.      Schedule 1.1(i) of the APA lists the Debtors’ IP portfolio, consisting of a massive  
27       volume of active and ongoing national and international matters including: (a) 130 utility patent  
28

1 applications/registrations, (b) 90 design applications/registrations, (c) 204 trademark  
2 applications/registrations, and (d) 78 copyright registrations.

3 14. To protect this IP, during the Fee Period, DM billed a total of 96.5 hours and incurred  
4 a total of \$69,926.00 in fees. Attached hereto as **Exhibit "1"** is a detailed listing of all time that DM  
5 spent during the Fee Period for which DM seeks compensation, including the date DM rendered the  
6 service, a description of the service, the amount of time spent and a designation of the person who  
7 rendered the service for the period of time for the Fee Period.

8 I believe that the services provided by DM in the Debtors' case were integral to the smooth  
9 operation of the Debtors' business. On a day-to-day basis, the Debtors required counsel to assist with  
10 IP matters. DM provided this necessary service to the Debtor.

11 I declare and verify under penalty of perjury under the laws of the United States of America  
12 that the foregoing is true and correct to the best of my knowledge.

13 Executed on this 31<sup>st</sup> day of August, 2022, at Seattle.

14   
15 ALAIN VILLENEUVE  
16  
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23  
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25  
26  
27  
28

# EXHIBIT 1

**DuaneMorris**

FIRM and AFFILIATE OFFICES

**PLEASE REMIT PAYMENT TO:  
DUANE MORRIS LLP  
ATTN: PAYMENT PROCESSING  
PO BOX 787166  
PHILADELPHIA, PA 19178-7166**

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LAKE TAHOE  
MYANMAR

August 30, 2022

FITNESS ANYWHERE, LLC D/B/A TRX  
MIKE ZUERCHER  
CHIEF ADMINISTRATIVE OFFICER AND GENERAL COUNSEL  
1660 PACIFIC AVENUE  
SAN FRANCISCO, CA 94109

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FILE# G7486

INVOICE# 2933343

IRS# 23-1392502

CURRENT INVOICE

\$69,926.00

**Fed Wire Payments:**

Wells Fargo Bank NA  
Swift Code: WFBIUS6S  
Acct#: 2100000513000  
ABA#: 121000248

**ACH Payments:**

Acct#: 2100000513000  
ABA#: 031000503

**Overnight Payment address**

Lockbox Services 787166  
Duane Morris LLP  
MAC Y1372-045  
401 MARKET STREET  
PHILADELPHIA, PA 19106

PAYMENT ADVICES MAY BE EMAILED TO: [ACCOUNTSRECEIVABLE@DUANEMORRIS.COM](mailto:ACCOUNTSRECEIVABLE@DUANEMORRIS.COM)

AMOUNTS INCLUDED FOR DISBURSEMENTS INCLUDE EXPENSES RECEIVED AND RECORDED THROUGH THE END OF THE INVOICE PERIOD. THERE MAY BE ADDITIONAL EXPENSES RECEIVED AND DISBURSEMENTS INVOICED IN THE FUTURE. AS PER THE TERMS OF OUR ENGAGEMENT, PAYMENT IS DUE IN U.S. DOLLARS WITHIN 30 DAYS OF THE DATE OF THIS INVOICE. AFTER 30 DAYS A LATE FEE OF 1% PER MONTH (OR SUCH LOWER RATE AS REQUIRED BY APPLICABLE LAW) MAY BE CHARGED.

**DuaneMorris**

FIRM and AFFILIATE OFFICES

August 30, 2022

FITNESS ANYWHERE, LLC D/B/A TRX  
MIKE ZUERCHER  
CHIEF ADMINISTRATIVE OFFICER AND GENERAL COUNSEL  
1660 PACIFIC AVENUE  
SAN FRANCISCO, CA 94109

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File# G7486

Invoice# 2933343

IRS # 23-1392502

FOR PROFESSIONAL SERVICES RECORDED  
THROUGH July 31, 2022 IN CONNECTION WITH  
THE FOLLOWING MATTERS:

Matter Number	Matter Name	Fee Amount	Disbursement Amount	Total Amount
00000	GENERAL IP ADVICE	21,064.50	0.00	21,064.50
00002	WOSS BANKRUPTCY LITIGATION	11,962.50	0.00	11,962.50
00462	EVALUATION OF NOSSK	1,015.00	0.00	1,015.00
00496	BR BR30201200023111 HAND GRI	145.00	0.00	145.00
00506	GB 6013639 STITCHING PROTECT	217.50	0.00	217.50
00507	IM DM/098 251 STITCHING PROT	217.50	0.00	217.50
00508	AU 201713480 STITCHING PROTE	217.50	0.00	217.50
00509	GB 6013640 WOOD MOTIF HANDLE	217.50	0.00	217.50
00511	AU 201713486 WOOD MOTIF HAND	217.50	0.00	217.50
00512	GB 6013641 CROSSING LINE MOT	217.50	0.00	217.50
00514	AU 201713494 CROSSING LINE M	217.50	0.00	217.50
00515	GB 6013642 FLATTENED DUAL-ST	217.50	0.00	217.50
00517	AU 201713498 FLATTENED DUAL-	217.50	0.00	217.50
00518	GB 6013645 DUAL STITCH PATTE	217.50	0.00	217.50
00520	AU 201713501 DUAL STITCH PAT	217.50	0.00	217.50
00547	FR DM/098 253 CROSSING LINE	217.50	0.00	217.50
00549	FR DM/098 254 DUAL STITCH PA	217.50	0.00	217.50
00566	US BANDIT	725.00	0.00	725.00
00587	TRX BRAND ENFORCEMENT	18,197.50	0.00	18,197.50
00596	IP- TRX ROCKER	362.50	0.00	362.50
00638	US NON PROV - RIP 2.0	290.00	0.00	290.00
00639	KR 2 1067700 TRX	362.50	0.00	362.50
00658	US CONT OF 16/204,044	1,086.00	0.00	1,086.00
00681	MX - BUNDLES D	217.50	0.00	217.50
00688	US- SLAM BALL	2,175.00	0.00	2,175.00
00701	MX- MOUNTABLE ANCHOR POINT	145.00	0.00	145.00
00727	FR IM DM/098 252 WOOD MOTIF	217.50	0.00	217.50
00754	EP- RIP 2.0	942.50	0.00	942.50
00768	PH 930402 SUSPENSION TRAININ	1,230.50	0.00	1,230.50
00770	US CONT OF 17/094,487	6,960.00	0.00	6,960.00
		69,926.00	0.00	69,926.00

Total Fee ..... \$69,926.00

Total Disbursements .....	\$0.00
Total Fee and Disbursements .....	\$69,926.00

Duane Morris  
August 30, 2022  
Page 3

File # G7486-00000

INVOICE# 2933343

GENERAL IP ADVICE

DATE	ID #	TIMEKEEPER		HOURS	VALUE
6/16/2022	08521	A VILLENEUVE	COORDINATE, CORRECT AND SIGN EMPLOYMENT APPLICATION FOR TRX TO HELP CONTINUE WORK POST CHAPTER 11. COORDINATE BILLING AND PAST INVOICES.	1.70	\$1,232.50
6/21/2022	08521	A VILLENEUVE	START DRAFTING MEMORANDUM FOR PERFORMANCE OF PATENT.	5.00	\$3,625.00
6/22/2022	08521	A VILLENEUVE	CONTINUE WORK ON MEMO. CALCULATION OF ENFORCEMENT POWER LISTED AS 90%.	7.40	\$5,365.00
6/23/2022	08521	A VILLENEUVE	COMPLETE MEMORANDUM ON USE OF NEW PATENT. UPDATE TRX IP OVERVIEW FOR DATA ROOM. PROVIDE AND UPDATE DATA FOR MEMO.	3.50	\$2,537.50
7/8/2022	08521	A VILLENEUVE	CONDUCT UPDATE AND RESEARCH ABOUT ACQUISITIONS SINCE 2015. PROVIDE DATA AS TO INTENT SPORTS.	1.30	\$942.50
7/20/2022	08521	A VILLENEUVE	PREPARE AND ATTEND AT REQUEST CALL WITH POTENTIAL BUYERS TO EXPLAIN IP SITUATION.	1.60	\$1,160.00
7/27/2022	08521	A VILLENEUVE	COORDINATE AND SEND ASSIGNMENT OF US UTILITY AND DESIGN PATENTS AT REQUEST OF CLIENT FOR WARROOM.	1.50	\$1,087.50
7/27/2022	08521	A VILLENEUVE	DRAFT AND SEND EMAIL TO BANKRUPTCY TEAM REGARDING MAINTENANCE FEES IN AUGUST AND SEPTEMBER.	0.50	\$362.50
			Subtotal:	22.50	\$16,312.50
7/8/2022	08705	JE MUNRO	PREPARING ASSIGNMENT INFORMATION;	3.10	\$2,232.00
7/11/2022	08705	JE MUNRO	PREPARING TRX ASSIGNMENT INFORMATION;	0.80	\$576.00
7/22/2022	08705	JE MUNRO	REVIEWING PATENT PORTFOLIO; REVIEWING AND COMPILING ASSIGNMENT INFORMATION;	2.70	\$1,944.00
			Subtotal:	6.60	\$4,752.00
			TOTAL SERVICES	29.10	\$21,064.50

Duane Morris  
August 30, 2022  
Page 4

File # G7486-00002

INVOICE# 2933343

WOSS BANKRUPTCY LITIGATION

DATE	ID #	TIMEKEEPER		HOURS	VALUE
6/16/2022	04315	AM OLINER	REVIEW TRX BK AND ATTEND TO APP TO EMPLOY	1.50	\$1,087.50
6/20/2022	04315	AM OLINER	REVIEW DOCKET AND WORK ON BK STAY REQUEST; EMAILS TO GROUP	1.20	\$870.00
6/22/2022	04315	AM OLINER	REVIEW DOCKET AND BK ISSUES; PREPARE PLEADINGS SEEKING STAY	1.50	\$1,087.50
6/24/2022	04315	AM OLINER	ATTEND TO DOCKET AND SALE MOTION IN TRX CHAPTER 11	2.50	\$1,812.50
6/28/2022	04315	AM OLINER	REVIEW DOCKET RE STAY	0.30	\$217.50
7/1/2022	04315	AM OLINER	WORK ON CARE OUT STIP AND EMPLOYMENT ORDER; REVIEW DOCKET	1.50	\$1,087.50
7/5/2022	04315	AM OLINER	REVIEW OBJECTION TO EMPLOYMENT; REVIEW CLIENT BK DOCKET; CORR WITH COUNSEL AND PREPARE RESPONSE	3.00	\$2,175.00
7/8/2022	04315	AM OLINER	ATTEND TO SALE ISSUES; SALE PROCEDURES AND DELIVERABLES	1.20	\$870.00
7/11/2022	04315	AM OLINER	CORR WITH DEBTOR'S COUNSEL RE SALE PROCEDURES	0.60	\$435.00
7/19/2022	04315	AM OLINER	WORK ON BK DOCKET; STIP TO PAY ADMIN FEES AND EMPLOYMENT APP	1.50	\$1,087.50
7/26/2022	04315	AM OLINER	REVIEW DOCKET AND ATTEND TO CARVE OUT ISSUES	1.20	\$870.00
7/27/2022	04315	AM OLINER	WORK ON CORR TO DEBTOR'S COUNSEL RE MAINTENANCE FEES	0.50	\$362.50
Subtotal:				16.50	\$11,962.50
TOTAL SERVICES				16.50	\$11,962.50

Duane Morris  
August 30, 2022  
Page 5

File # G7486-00462

INVOICE# 2933343

EVALUATION OF NOSSK

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/21/2022	08521	A VILLENEUVE	COORDINATE WITH GENERAL COUNSEL AND ASSISTANT TO COORDINATE, FILE, REPORT STAY OF CASE AT DISTRICT COURT.	1.40	\$1,015.00
			Subtotal:	1.40	\$1,015.00
			TOTAL SERVICES	1.40	\$1,015.00

Duane Morris  
August 30, 2022  
Page 6

File # G7486-00496

INVOICE# 2933343

45431.00.0235 - HAND GRIP FOR AN EXERCISE  
DEVICE - BRAZIL - PATENT NO. BR30201200023111

DATE	ID #	TIMEKEEPER		HOURS	VALUE
7/18/2022	08521	A VILLENEUVE	COORDINATE PAYMENT OF MAINTENANCE FEE.	0.20	\$145.00
				Subtotal:	
				0.20	\$145.00
TOTAL SERVICES				0.20	\$145.00

Duane Morris  
August 30, 2022  
Page 7

File # G7486-00506

INVOICE# 2933343

45431.00.0490 - STITCHING PROTECTOR FOR  
FLEXIBLE STRAPS - UNITED KINGDOM - PATENT NO.  
6013639

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/9/2022	08521	A VILLENEUVE	PAID RENEWAL FEE ON WEB VIA UK PATENT OFFICE.	0.30	\$217.50
Subtotal:				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 8

File # G7486-00507

INVOICE# 2933343

45431.00.0491 - STITCHING PROTECTOR FOR  
FLEXIBLE STRAPS - INTERNATIONAL DESIGN  
REGISTRATION - PATENT NO. DM/098 251

DATE	ID #	TIMEKEEPER		HOURS	VALUE
6/9/2022	08521	A VILLENEUVE	PAID DESIGN RENEWAL DUE VIA LA HAGUE.	0.30	\$217.50
Subtotal:				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 9

File # G7486-00508

INVOICE# 2933343

45431.00.0493 - STITCHING PROTECTOR FOR  
FLEXIBLE STRAPS - AUSTRALIA - PATENT NO.  
201713480

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/8/2022	08521	A VILLENEUVE	SENT INSTR'S TO ASSOCIATE TO PAY AU RENEWAL DUE.	0.30	\$217.50
Subtotal:				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 10

File # G7486-00509

INVOICE# 2933343

45431.00.0494 - WOOD MOTIF HANDLE FOR HOLDING A  
FLEXIBLE STRAP - UNITED KINGDOM - PATENT NO.  
6013640

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/9/2022	08521	A VILLENEUVE	PAID RENEWAL FEE ON WEB VIA UK PATENT OFFICE.	0.30	\$217.50
				Subtotal:	
				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 11

File # G7486-00511

INVOICE# 2933343

45431.00.0497 - WOOD MOTIF HANDLE FOR HOLDING A  
FLEXIBLE STRAP - AUSTRALIA - PATENT NO.  
201713486

<u>DATE</u>	<u>ID #</u>	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>VALUE</u>
6/8/2022	08521	A VILLENEUVE	SENT INSTR'S TO ASSOCIATE TO PAY AU RENEWAL DUE.	0.30	\$217.50
			Subtotal:	0.30	\$217.50
			TOTAL SERVICES	0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 12

File # G7486-00512

INVOICE# 2933343

45431.00.0498 - CROSSING LINE MOTIF HANDLE FOR  
HOLDING A FLEXIBLE STRAP - UNITED KINGDOM -  
PATENT NO. 6013641

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/9/2022	08521	A VILLENEUVE	PAID RENEWAL FEE ON WEB VIA UK PATENT OFFICE.	0.30	\$217.50
Subtotal:				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 13

File # G7486-00514

INVOICE# 2933343

45431.00.0501 - CROSSING LINE MOTIF HANDLE FOR  
HOLDING A FLEXIBLE STRAP - AUSTRALIA - PATENT  
NO. 201713494

<u>DATE</u>	<u>ID #</u>	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>VALUE</u>
6/8/2022	08521	A VILLENEUVE	SENT INSTR'S TO ASSOCIATE TO PAY AU RENEWAL DUE.	0.30	\$217.50
Subtotal:				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 14

File # G7486-00515

INVOICE# 2933343

45431.00.0502 - FLATTENED DUAL-STACKED  
LENGTHENING MECHANISM FOR A FLEXIBLE STRAP -  
UNITED KINGDOM - PATENT NO. 6013642

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/9/2022	08521	A VILLENEUVE	PAID RENEWAL FEE ON WEB VIA UK PATENT OFFICE.	0.30	\$217.50
Subtotal:				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 15

File # G7486-00517

INVOICE# 2933343

45431.00.0505 - FLATTENED DUAL-STACKED  
LENGTHENING MECHANISM FOR A FLEXIBLE STRAP -  
AUSTRALIA - PATENT NO. 201713498

<u>DATE</u>	<u>ID #</u>	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>VALUE</u>
6/8/2022	08521	A VILLENEUVE	SENT INSTR'S TO ASSOCIATE TO PAY AU RENEWAL DUE.	0.30	\$217.50
Subtotal:				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 16

File # G7486-00518

INVOICE# 2933343

45431.00.0506 - DUAL STITCH PATTERN FOR A  
FLEXIBLE STRAP - UNITED KINGDOM - PATENT NO.  
6013645

<u>DATE</u>	<u>ID #</u>	<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>VALUE</u>
6/9/2022	08521	A VILLENEUVE	PAID RENEWAL FEE ON WEB VIA UK PATENT OFFICE.	0.30	\$217.50
			Subtotal:	0.30	\$217.50
			TOTAL SERVICES	0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 17

File # G7486-00520

INVOICE# 2933343

45431.00.0509 - DUAL STITCH PATTERN FOR A  
FLEXIBLE STRAP - AUSTRALIA - PATENT NO.  
201713501

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/8/2022	08521	A VILLENEUVE	SENT INSTR'S TO ASSOCIATE TO PAY AU RENEWAL DUE.	0.30	\$217.50
Subtotal:				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 18

File # G7486-00547

INVOICE# 2933343

FR - CROSSING LINE MOTIF HANDLE FOR HOLDING A  
FLEXIBLE STRAP

DATE	ID #	TIMEKEEPER		HOURS	VALUE
6/8/2022	08521	A VILLENEUVE	PAID DESIGN RENEWAL DUE VIA LA HAGUE.	0.30	\$217.50
Subtotal:				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 19

File # G7486-00549

INVOICE# 2933343

FR - DUAL STITCH PATTERN FOR A FLEXIBLE STRAP

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/8/2022	08521	A VILLENEUVE	PAID DESIGN RENEWAL DUE VIA LA HAGUE.	0.30	\$217.50
Subtotal:				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 20

File # G7486-00566  
US BANDIT

INVOICE# 2933343

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/23/2022	08521	A VILLENEUVE	FILED SPECIMEN FOR SOU AT USPTO.	1.00	\$725.00
			Subtotal:	1.00	\$725.00
			TOTAL SERVICES	1.00	\$725.00

Duane Morris  
August 30, 2022  
Page 21

File # G7486-00587

INVOICE# 2933343

TRX BRAND ENFORCEMENT

DATE	ID #	TIMEKEEPER		HOURS	VALUE
6/27/2022	08521	A VILLENEUVE	EMAIL EXCHANGES WITH CLIENT AND GENERAL COUNSEL REGARDING MEMORANDUM.	1.00	\$725.00
7/11/2022	08521	A VILLENEUVE	MASSIVE RAPID EFFORT TO TAKEDOWN AND CLEAN FOR PRIME DAYS. CLEAN OF 400+ INFRINGEMENTS ON REDPOINTS AND ON AMAZON REPORTED IN USA.	9.10	\$6,597.50
7/12/2022	08521	A VILLENEUVE	CONTINUE EFFORT TO CLEAN THE INTERNET OF INFRINGEMENT FOR PRIME DAY. TAKE DOWN IN GERMANY, UK AND OTHER EFFORT.	8.40	\$6,090.00
7/13/2022	08521	A VILLENEUVE	CONTINUE BRAND ENFORCEMENT.	3.00	\$2,175.00
7/21/2022	08521	A VILLENEUVE	ATTEND CONFERENCE WITH REDPOINTS.	1.00	\$725.00
7/25/2022	08521	A VILLENEUVE	PROVIDE MS. GARTH WITH EUROPEAN TRADEMARKS ORIGINAL FOR ENFORCEMENT IN FRANCE.	0.60	\$435.00
7/27/2022	08521	A VILLENEUVE	CONDUCT ALIBA BABA SCRUB AND GIVE COPY OF PATENTS AND CHINESE PATENTS TO REDPOINTS.	2.00	\$1,450.00
Subtotal:				25.10	\$18,197.50
TOTAL SERVICES				25.10	\$18,197.50

Duane Morris  
August 30, 2022  
Page 22

File # G7486-00596  
TRX ROCKER

INVOICE# 2933343

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/14/2022	08521	A VILLENEUVE	SENT REPORT EMAIL TO CLIENT RE STATEMENT OF GRANT AND REGISTRATION CERTIFICATE.	0.50	\$362.50
Subtotal:				0.50	\$362.50
TOTAL SERVICES				0.50	\$362.50

Duane Morris  
August 30, 2022  
Page 23

File # G7486-00638  
RIP 2.0

INVOICE# 2933343

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
7/12/2022	08521	A VILLENEUVE	FILED RESPONSE TO NOTICE OF INSUFFICIENCY WHICH INCLUDES PAYMENT OF \$920 FOR 3 INDEPENDENT CLAIMS OVER 3 AND 4 TOTAL CLAIMS OVER 20.	0.40	\$290.00
				Subtotal:	
				0.40	\$290.00
TOTAL SERVICES				0.40	\$290.00

Duane Morris  
August 30, 2022  
Page 24

File # G7486-00639  
TRX

INVOICE# 2933343

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/14/2022	08521	A VILLENEUVE	SENT REPORT EMAIL TO CLIENT RE STATEMENT OF GRANT AND REGISTRATION CERTIFICATE.	0.50	\$362.50
Subtotal:				0.50	\$362.50
TOTAL SERVICES				0.50	\$362.50

File # G7486-00658

INVOICE# 2933343

CONT - APPARATUS, KIT, AND METHOD FOR  
PERFORMING STRAP-BASED EXERCISES

DATE	ID #	TIMEKEEPER		HOURS	VALUE
6/10/2022	08521	A VILLENEUVE	CONDUCT ANALYSIS OF NEW SET OF CLAIMS.	1.20	\$870.00
Subtotal:				1.20	\$870.00
6/22/2022	08705	JE MUNRO	REVIEWING NOTICE OF ALLOWANCE; PAYING ISSUE FEE;	0.30	\$216.00
Subtotal:				0.30	\$216.00
TOTAL SERVICES				1.50	\$1,086.00

Duane Morris  
August 30, 2022  
Page 26

File # G7486-00681

INVOICE# 2933343

MX - BUNDLES D - EXERCISE BAND HANDLE

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/27/2022	08521	A VILLENEUVE	SEND INSTRUCTIONS TO ASSOCIATE TO PAY GRANT FEES.	0.30	\$217.50
Subtotal:				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 27

File # G7486-00688  
U.S. DESIGN SLAM BAL

INVOICE# 2933343

DATE	ID #	TIMEKEEPER		HOURS	VALUE
6/28/2022	08521	A VILLENEUVE	RESPONSE TO EX-QUALE ACTION DUE 6/29/22 ON SLAM BALL PATENT APPLICATION OR ABANDONMENT. ONLY TECHNICAL MATTERS TO CORRECT IN SPECIFICATION TO ALLOW FOR ISSUANCE OF DESIGN PATENT IN THE UNITED STATES. COORDINATE, PREPARE AND FILE RESPONSE WITH USPTO.	1.00	\$725.00
6/29/2022	08521	A VILLENEUVE	RESPONSE FILED FOR QUAYLE ACTION.	2.00	\$1,450.00
Subtotal:				3.00	\$2,175.00
TOTAL SERVICES				3.00	\$2,175.00

Duane Morris  
August 30, 2022  
Page 28

File # G7486-00701

INVOICE# 2933343

MX- MOUNTABLE ANCHOR POINT

<b>DATE</b>	<b>ID #</b>	<b>TIMEKEEPER</b>		<b>HOURS</b>	<b>VALUE</b>
6/15/2022	08521	A VILLENEUVE	SENT EMAIL REPLY TO ASSOCIATE TO PAY GRANT FEES.	0.20	\$145.00
Subtotal:				0.20	\$145.00
TOTAL SERVICES				0.20	\$145.00

Duane Morris  
August 30, 2022  
Page 29

File # G7486-00727

INVOICE# 2933343

FR - WOOD MOTIF HANDLE FOR HOLDING A FLEXIBLE  
STRAP

DATE	ID #	TIMEKEEPER		HOURS	VALUE
6/8/2022	08521	A VILLENEUVE	PAID DESIGN RENEWAL DUE VIA LA HAGUE.	0.30	\$217.50
Subtotal:				0.30	\$217.50
TOTAL SERVICES				0.30	\$217.50

Duane Morris  
August 30, 2022  
Page 30

File # G7486-00754  
RIP 2.0

INVOICE# 2933343

DATE	ID #	TIMEKEEPER		HOURS	VALUE
7/27/2022	08521	A VILLENEUVE	CONDUCT ANALYSIS OF EUROPEAN PATENT. REVIEW RULE R161 COMMUNICATION FROM EUROPEAN PATENT OFFICE. COORDINATE AND WRITE TO CLIENT REGARDING SAME TO OFFER GUIDANCE ON DROP OF CLAIMS. SECURE APPROVAL AND WRITE TO EU COUNSEL WITH INFORMATION. REPORT ACTION.	1.30	\$942.50
Subtotal:				1.30	\$942.50
TOTAL SERVICES				1.30	\$942.50

Duane Morris  
August 30, 2022  
Page 31

File # G7486-00768  
SUSPENSION TRAINING

INVOICE# 2933343

DATE	ID #	TIMEKEEPER		HOURS	VALUE
7/6/2022	08521	A VILLENEUVE	EMAIL CLIENT REGARDING THE PUSH OF THE PH TRADEMARK TO A MADRID DESIGNATION. PREPARE AND FILE AFTER SECURING APPROVAL.	1.30	\$942.50
Subtotal:				1.30	\$942.50
7/6/2022	08705	JE MUNRO	PREPARING AND FILING MADRID DESIGNATION IN PH;	0.40	\$288.00
Subtotal:				0.40	\$288.00
TOTAL SERVICES				1.70	\$1,230.50

Duane Morris  
August 30, 2022  
Page 32

File # G7486-00770

INVOICE# 2933343

CONT - EXERCISE DEVICE WITH A PAIR OF HANDGRIP  
ASSEMBLIES

DATE	ID #	TIMEKEEPER		HOURS	VALUE
7/28/2022	08521	A VILLENEUVE	START ANALYSIS OF NEW CLAIMS FOR FILING. COMPARE WITH SPECIFICATION. READ STRUCTURE TO CREATE NEW LINEAR CLAIM.	1.30	\$942.50
7/29/2022	08521	A VILLENEUVE	PREPARE DRAFT AND FILE NEW CONTINUATION OF PATENT READY TO ISSUE.	8.30	\$6,017.50
Subtotal:				9.60	\$6,960.00
TOTAL SERVICES				9.60	\$6,960.00

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

**One Market Plaza, Spear Street Tower, Suite 2200, San Francisco, CA 94105-1127**

A true and correct copy of the foregoing document entitled (*specify*):

- **FIRST AND FINAL APPLICATION OF DUANE MORRIS LLP, SPECIAL COUNSEL TO THE DEBTORS, FOR PAYMENT OF FEES AND REIMBURSEMENT OF EXPENSES; DECLARATION OF ALAIN VILLENEUVE IN SUPPORT THEREOF**

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On August 31, 2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

**SEE ATTACHED LIST.**

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On August 31, 2022, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Scott C. Clarkson  
U.S. Bankruptcy Court  
Santa Ana Division  
Ronald Reagan Federal Building  
411 W. Fourth Street, Suite 5130  
Santa Ana, CA 92701

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 31, 2022  
Date

Deanna Micros  
Printed Name

/s/ Deanna Micros (xxx-xx-5693)  
Signature

**MAILING INFORMATION**

**August 31, 2022**

**Case 8:22-bk-10948-SC**

- **Ron Bender** rb@lnbyb.com
- **Shawn M Christianson** cmcintire@buchalter.com, schristianson@buchalter.com
- **Andrew Goodman** agoodman@andyglaw.com, Goodman.AndrewR102467@notify.bestcase.com
- **Michael I. Gottfried** mgottfried@elkinskalt.com, cavila@elkinskalt.com, myuen@elkinskalt.com, docketing@elkinskalt.com
- **Jonathan Gottlieb** jdgc@lnbyg.com
- **Michael J Hauser** michael.hauser@usdoj.gov
- **Marsha A Houston** mhouston@reedsmith.com, hvalencia@reedsmith.com
- **Ori Katz** okatz@sheppardmullin.com, lsegura@sheppardmullin.com
- **William McCormick** Bill.McCormick@ag.tn.gov
- **Krikor J Meshefejian** kjm@lnbyg.com
- **Ali M Mojdehi** amojdehi@btlaw.com, jgertz@btlaw.com; arego@btlaw.com; amattngly@btlaw.com
- **Jennifer L Nassiri** JNassiri@sheppardmullin.com, bdelacruz@sheppardmullin.com
- **Paul J Pascuzzi** ppascuzzi@ffwplaw.com, docket@ffwplaw.com
- **Christopher O Rivas** crivas@reedsmith.com, chris-rivas-8658@ecf.pacerpro.com
- **Lindsey L Smith** lls@lnbyg.com, lls@ecf.inforuptcy.com
- **United States Trustee (SA)** ustpregion16.sa.ecf@usdoj.gov